

Exhibit C

Page 1

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 _____
4 JEFFREY M. GOLDMAN,

5 Plaintiff,

6 v.

Case No.

7 SOL GOLDMAN INVESTMENTS LLC,

1:20-cv-06727-AJN

8 SOLIL MANAGEMENT, LLC and JANE

9 H. GOLDMAN,

10 Defendants.

11 _____
12 VIDEOCONFERENCE DEPOSITION OF

13 JUDITH BRENER

14 DATE: Tuesday, October 5, 2021

15 TIME: 10:10 a.m.

16 LOCATION: Remote Proceeding

17 New York, NY 10001

18 REPORTED BY: David Rubenstein, Notary Public

19

20

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	Page 2		Page 4
1	APPEARANCES	1	INDEX
2	ON BEHALF OF PLAINTIFF JEFFREY M. GOLDMAN:	2	EXAMINATION: PAGE
3	D. MAIMON KIRSCHENBAUM, ESQUIRE	3	By Mr. Kirschenbaum 7
4	(by videoconference)	4	
5	Joseph & Kirschenbaum, LLP	5	E X H I B I T S
6	32 Broadway, Suite 601	6	NO. DESCRIPTION PAGE
7	New York, NY 10004	7	MARKED
8	(212) 688-5640	8	Exhibit 15 Emails 54
9		9	
10	LEAH SELIGER, ESQUIRE (by videoconference)	10	(Exhibits retained by counsel.)
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12	32 Broadway, Suite 601	12	PREVIOUSLY MARKED
13	New York, NY 10004	13	Exhibit 1 DEF131859-DEF131864 22
14	leah@jk-llp.com	14	Exhibit 5 DEF5077 Email 30
15	(212) 688-5640	15	
16		16	(Exhibits retained by counsel.)
17	ON BEHALF OF DEFENDANTS SOL GOLDMAN INVESTMENTS LLC,	17	
18	SOLIL MANAGEMENT, LLC AND JANE H. GOLDMAN:	18	QUESTIONS INSTRUCTED NOT TO ANSWER
19	JOSHUA S. BAUCHNER, ESQUIRE	19	PAGE LINE
20	(by videoconference)	20	57 7
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25		25	
	Page 3		Page 5
1	A P P E A R A N C E S (Cont'd)	1	J. BRENER
2	ALSO PRESENT:	2	REPORTER: Good morning. My name is
3	Jeffrey M. Goldman, Plaintiff	3	David Rubenstein; I am the officer assigned by
4	(by videoconference)	4	Veritext to take the Zoom record of this proceeding.
5	Arina Malhotra, Counsel(by videoconference)	5	I am a notary authorized to take acknowledgements and
6		6	administer oaths in New York State. We are now on the
7		7	record.
8		8	This is the deposition of Judith Brener
9		9	taken in the matter of Jeffrey M. Goldman vs. SOL
10		10	Goldman Investments LLC, Solil Management, LLC and
11		11	Jane H. Goldman at 10:10 a.m. on Tuesday, October 5,
12		12	2021, at a remote proceeding.
13		13	Due to the pandemic and out of concern
14		14	for public and participant safety, parties agree that
15		15	I will swear in the witness remotely outside of his or
16		16	her presence.
17		17	Additionally, absent an objection on
18		18	the record before the witness is sworn, all parties
19		19	and the witness understand and agree that any
20		20	certified transcript produced from the recording of
21		21	this proceeding:
22		22	- is intended for all uses permitted
23		23	under applicable procedural and
24		24	evidentiary rules and laws in the same
25		25	manner as a deposition recorded by

2 (Pages 2 - 5)

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<p>1 J. BRENER</p> <p>2 stenographic means; and</p> <p>3 - shall constitute written stipulation</p> <p>4 of such.</p> <p>5 At this time will everyone appearing</p> <p>6 remotely please identify yourself for the record.</p> <p>7 MR. KIRSCHENBAUM: This is Maimon</p> <p>8 Kirschenbaum. I'm here representing plaintiff Jeff</p> <p>9 Goldman.</p> <p>10 MS. SELIGER: Leah Seliger,</p> <p>11 representing plaintiff Jeff Goldman.</p> <p>12 MR. KIRSCHENBAUM: Jeff? Jeff, you're</p> <p>13 on mute.</p> <p>14 MR. GOLDMAN: Plaintiff Jeffrey</p> <p>15 Goldman.</p> <p>16 MR. BAUCHNER: Good morning. Joshua</p> <p>17 Bauchner from the law firm Ansell Grimm & Aaron for</p> <p>18 defendants. With me is the witness, Judy Brener, and</p> <p>19 Counsel Arina Malhotra, M-A-L-H-O-T-R-A.</p> <p>20 MR. KIRSCHENBAUM: Jeff, if you could</p> <p>21 put your thing back on mute.</p> <p>22 REPORTER: Thank you. All right.</p> <p>23 Hearing no objection, I will now swear in the witness.</p> <p>24 If you can, please raise your right</p> <p>25 hand, Ms. Brener.</p>	<p>Page 6</p> <p>1 J. BRENER</p> <p>2 A No.</p> <p>3 Q Okay. Have you ever been deposed before?</p> <p>4 A Yes.</p> <p>5 Q And you're an attorney yourself. Correct?</p> <p>6 A Yes.</p> <p>7 Q So I take it you're somewhat familiar with</p> <p>8 the rules of a deposition?</p> <p>9 A Somewhat. I haven't been deposed in a very</p> <p>10 long time, so feel free to educate me.</p> <p>11 Q Well, just in general, it's important that</p> <p>12 you give verbal answers to the question I ask so the</p> <p>13 court reporter can get them down. Do you understand</p> <p>14 that?</p> <p>15 A Yes.</p> <p>16 Q And if your attorney objects, that objection</p> <p>17 is typically for the record. You can still answer the</p> <p>18 question unless he instructs you specifically not to</p> <p>19 object -- not to answer. Do you understand that?</p> <p>20 A I will follow his instructions, yes.</p> <p>21 Q Is there any reason that you would be</p> <p>22 impaired from testifying truthfully today?</p> <p>23 A No.</p> <p>24 Q Are you taking any medication that impairs</p> <p>25 your memory?</p>
<p>1 J. BRENER</p> <p>2 WHEREUPON,</p> <p>3 JUDITH BRENER,</p> <p>4 called as a witness, and having been first duly sworn</p> <p>5 to tell the truth, the whole truth and nothing but the</p> <p>6 truth, was examined and testified as follows:</p> <p>7 REPORTER: Okay. You may put your hand</p> <p>8 down.</p> <p>9 Your witness, Counsel.</p> <p>10 EXAMINATION</p> <p>11 BY MR. KIRSCHENBAUM:</p> <p>12 Q Okay. Good morning, Ms. Brener.</p> <p>13 A Good morning.</p> <p>14 Q Just to get a couple of big basic things out</p> <p>15 of the way, just to be clear, in your room with you is</p> <p>16 two lawyers. Right -- Maria and Josh Bauchner?</p> <p>17 A Maria?</p> <p>18 MR. BAUCHNER: No, it's Arina.</p> <p>19 MR. KIRSCHENBAUM: I'm sorry. Arina.</p> <p>20 I can't hear it perfectly clearly.</p> <p>21 BY MR. KIRSCHENBAUM:</p> <p>22 Q Arina and Josh Bauchner. Is that correct,</p> <p>23 Ms. Brener?</p> <p>24 A Yes.</p> <p>25 Q Is there anyone else in the room with you?</p>	<p>Page 7</p> <p>1 J. BRENER</p> <p>2 A No.</p> <p>3 Q It's my understanding that in addition to</p> <p>4 testifying in your individual capacity, you've also</p> <p>5 been designated as the corporate witness for Sol</p> <p>6 Goldman Investments LLC and Solil Management, LLC. Is</p> <p>7 that your understanding?</p> <p>8 A Yes.</p> <p>9 Q Do you hold a title at Sol Goldman</p> <p>10 Investments LLC?</p> <p>11 A I am employed by Solil Management. I'm the</p> <p>12 general counsel for -- under Solil Management, and</p> <p>13 that would extend to various holding companies and</p> <p>14 other entities.</p> <p>15 Q Okay. Is Sol Goldman Investments LLC a</p> <p>16 holding company to the best of your understanding?</p> <p>17 A Yes.</p> <p>18 Q And what does it hold?</p> <p>19 A Various properties which -- each is under an</p> <p>20 LLC.</p> <p>21 Q So are you saying that each property is</p> <p>22 separately incorporated as its own LLC; is that</p> <p>23 correct?</p> <p>24 MR. BAUCHNER: Objection to form.</p> <p>25 A Each property is in its own LLC -- is owned</p>

3 (Pages 6 - 9)

<p style="text-align: right;">Page 10</p> <p>1 J. BRENER 2 by an LLC, an individual LLC. 3 Q And then, all or many of those LLCs are held 4 by Sol Goldman Investments LLC. Is that correct? 5 MR. BAUCHMAN: Objection to form. 6 A Or -- yeah, yes. 7 Q And does Solil Management, LLC manage those 8 properties? 9 MR. BAUCHMAN: Objection to form. 10 Which properties? 11 MR. KIRSCHENBAUM: The properties that 12 are separately incorporated as LLCs and held by Sol 13 Goldman Investments LLC. 14 MR. BAUCHMAN: Right. But your prior 15 question was a compound question when you said "or." 16 MR. KIRSCHENBAUM: I understand. You 17 can object to form. 18 MR. BAUCHMAN: I did, but you're now -- 19 your next question, as a result of that objectionable 20 question, makes no sense, because they're not all 21 under SGI. 22 MR. KIRSCHENBAUM: I didn't say they 23 were all, I said -- 24 MR. BAUCHMAN: You did. 25 MR. KIRSCHENBAUM: -- I said "all or</p>	<p style="text-align: right;">Page 12</p> <p>1 J. BRENER 2 BY MR. KIRSCHENBAUM: 3 Q Going back, is it, in fact, the case that 4 many properties that are separately incorporated as 5 LLCs are held by Sol Goldman Investments LLC? 6 A Yes. 7 Q And are those properties managed by Solil 8 Management, LLC? 9 A Yes, that would be the property manager -- 10 management company. 11 Q So is it the case that Solil Management, LLC 12 manages the properties that are owned indirectly by 13 Sol Goldman Investments LLC? 14 MR. BAUCHNER: Objection. Form. 15 A Solil Management is the property management 16 company for these various properties that are held 17 under SGI, as we call it -- Sol Goldman Investments. 18 Q And you were the general counsel of Solil 19 Management, LLC. Is that correct? 20 A Yes. 21 Q And Jeff Goldman was an attorney that was 22 employed by Solil Management, LLC. Is that correct? 23 A Yes. 24 Q And in that capacity, did Jeff Goldman 25 perform legal work that related to management of the</p>
<p style="text-align: right;">Page 11</p> <p>1 J. BRENER 2 many." 3 MR. BAUCHMAN: Exactly right. And the 4 "all or many" is what makes it a compound question and 5 objectionable. I want to be clear that Solil 6 Management does much more than just what you're 7 describing, and we need to -- 8 MR. KIRSCHENBAUM: Okay. I'm going to 9 ask you not to engage in speaking objections. 10 MR. BAUCHMAN: And I'm going to ask you 11 not to ask compound questions. 12 MR. KIRSCHENBAUM: Right. There's a 13 way to ask me that. It's called saying the words, 14 "Objection as to form." 15 MR. BAUCHMAN: And I did, and you 16 continued. 17 MR. KIRSCHENBAUM: I understand. 18 You've objected -- 19 MR. BAUCHNER: Don't -- 20 MR. KIRSCHENBAUM: You've objected as 21 to form -- 22 MR. BAUCHNER: Let's proceed, 23 Mr. Kirschenbaum. Please ask careful questions. 24 MR. KIRSCHENBAUM: Okay. Thank you. 25 //</p>	<p style="text-align: right;">Page 13</p> <p>1 J. BRENER 2 properties that were held by Sol Goldman Investments 3 LLC? 4 A Well, he was employed by Solil Management, 5 and Solil Management was the property manager for the 6 various properties. So indirectly, he had 7 responsibility to represent Sol Goldman Investments 8 and the individual LLC. That was his duty under Solil 9 as part of the team of Solil Management, the property 10 manager. 11 Q And to the best of your knowledge, is there 12 a president of Sol Goldman Investments LLC? 13 MR. BAUCHNER: Objection. 14 A An LLC doesn't necessarily have officers. 15 There are -- Sol Goldman Investments is an LLC. That 16 -- that should answer. 17 Q Is there a chief decision-maker for Sol 18 Goldman Investments LLC? 19 MR. BAUCHNER: Objection to form. 20 A You can see the -- I -- I believe we have 21 produced the -- the limited liability company 22 agreement for Sol Goldman Investments, and the 23 structure is set out there. 24 Q Right. But I -- and I'm asking you as 25 testimony, not -- in other words, I do have the</p>

4 (Pages 10 - 13)

<p style="text-align: right;">Page 14</p> <p>1 J. BRENER 2 documents that I have, but now I'm taking the 3 deposition. So the question is: Is there a chief 4 decision-maker at Sol Goldman Investments LLC? 5 MR. BAUCHNER: Objection to form. What 6 do you mean by "chief decision-maker"? It's an LLC. 7 It doesn't have officers. So -- 8 MR. KIRSCHENBAUM: Excuse me, please. 9 That's a speaking objection. 10 Ms. Brener, if at any time you don't 11 understand my question, you can ask me to explain 12 myself. 13 THE WITNESS: Okay. Please explain 14 what you're -- what you're trying to get at here. 15 BY MR. KIRSCHENBAUM: 16 Q You've stated that Solil Management, LLC 17 manages properties on behalf of Sol Goldman 18 Investments LLC. Is that correct? 19 MR. BAUCHNER: Objection to form. 20 Mischaracterizes testimony. 21 MR. KIRSCHENBAUM: I said, "Is that 22 correct?" 23 BY MR. KIRSCHENBAUM: 24 Q Is that correct, Ms. Brener? 25 A Some of the properties are held by SGI. To</p>	<p style="text-align: right;">Page 16</p> <p>1 J. BRENER 2 Q And does she communicate such decisions to 3 Solil Management? 4 A In her capacity as a manager of SGI, yes. 5 Q Okay. Does Solil Management manage 6 properties that are not owned -- I'm sorry. Strike 7 the question. There are some properties that Solil 8 Management manages that are not indirectly held by 9 SGI. Is that correct? 10 A Yes. 11 Q And are those properties owned either 12 directly or indirectly by Jane Goldman? 13 MR. BAUCHNER: Objection to form. 14 Compound question. Please rephrase. Please rephrase 15 your question. 16 Q Are those properties owned in any capacity 17 by Jane Goldman? 18 A Which properties are you referring to? 19 Q The properties that Solil Management manages 20 that are not owned by SGI. 21 MR. BAUCHNER: Objection to form. 22 You can answer if you understand. I 23 certainly don't. 24 A Are they owned under an LLC? I'm not 25 exactly sure what you're saying. Does she</p>
<p style="text-align: right;">Page 15</p> <p>1 J. BRENER 2 the extent they're held by SGI, Solil Management is a 3 property manager for those properties, employing 4 employees in our office and outside our office. 5 Q By SGI, you're referring to Sol Goldman 6 Investments LLC. Correct? 7 A I'm referring to Solil Management's 8 responsibility to provide management services for Sol 9 Goldman Investments. 10 Q And my question is: Does someone at SGI 11 communicate with Solil and tell them what SGI's desire 12 is with respect to the management of the property? 13 MR. BAUCHNER: Objection to form. 14 A Yes. 15 Q And is Jane Goldman one such person? 16 A Yes. 17 Q And what is her position at SGI, if any? 18 A Well, as noted in the limited liability 19 agreement, she is a manager. 20 Q She's a manager at SGI. Is that correct? 21 A Yes. 22 Q And she can make management decisions at 23 SGI. Is that correct? 24 MR. BAUCHNER: Objection to form. 25 A Yes.</p>	<p style="text-align: right;">Page 17</p> <p>1 J. BRENER 2 individually own these properties? This is -- no, she 3 doesn't individually own properties. 4 Q They're owned by LLCs. Correct? 5 A Yes. 6 Q And is Jane a member of those LLCs, to your 7 understanding? 8 A No. The member -- no, I don't think she is, 9 in her individual capacity, a member of those LLCs 10 that own the individual property. 11 Q Is she indirectly a member of those LLCs? 12 MR. BAUCHNER: Objection to form. 13 A I don't know what that means, "Is she 14 indirectly" -- I don't know. I don't know what that 15 means. 16 Q Is she, for example, part of a trust that 17 owns those LLCs? 18 MR. BAUCHNER: Objection to form. 19 A I -- I don't understand what you're saying. 20 Is she part of a trust that -- I -- I don't understand 21 what you're -- what you're saying. They're LLCs that 22 own the properties individually. 23 Q Okay. Who is the chief decision-maker at 24 Solil Management, LLC? 25 MR. BAUCHNER: Objection to form.</p>

5 (Pages 14 - 17)

<p style="text-align: right;">Page 18</p> <p>1 J. BRENER</p> <p>2 You can answer if you understand.</p> <p>3 A Chief decision-maker -- Jane Goldman is the</p> <p>4 -- is in the office, and she has siblings who also</p> <p>5 have to weigh in on major decisions, certainly.</p> <p>6 Q Is Jane Goldman an active manager at Solil</p> <p>7 Management, LLC in the day to day?</p> <p>8 MR. BAUCHNER: Objection to form.</p> <p>9 A Yes.</p> <p>10 Q So just to make sure --</p> <p>11 A There are other entities. There are other</p> <p>12 -- other layers, but yes, she -- she is a</p> <p>13 decision-maker.</p> <p>14 Q So if I understand correctly, Solil</p> <p>15 Management operates both properties that are owned by</p> <p>16 SGI LLC indirectly and also some set of other</p> <p>17 properties that are not owned by SGI. Is that</p> <p>18 correct?</p> <p>19 MR. BAUCHNER: Objection to form.</p> <p>20 Solil Management doesn't operate anything. It's a</p> <p>21 management company.</p> <p>22 MR. KIRSCHENBAUM: Please do not</p> <p>23 testify.</p> <p>24 THE WITNESS: Solil Management is the</p> <p>25 property management company for -- yeah.</p>	<p style="text-align: right;">Page 20</p> <p>1 J. BRENER</p> <p>2 Q I can explain what I mean by "indirectly,"</p> <p>3 if you want me to. I think you understand it.</p> <p>4 A I don't -- you know, I want to be clear</p> <p>5 here. Each property is in its own LLC. So that --</p> <p>6 that has to be clear. Some of the properties are in</p> <p>7 the SGI holding group, and those are -- since you have</p> <p>8 the SGI -- the Sol Goldman Investment limited</p> <p>9 liability company agreement, you have a list of those</p> <p>10 properties.</p> <p>11 Q Okay. So you've just identified a group of</p> <p>12 properties called "properties that are in the SGI</p> <p>13 holding group." Correct?</p> <p>14 A Yes.</p> <p>15 Q Yeah, SGIs. All I'm trying to establish is</p> <p>16 the simple fact that Solil Management manages both</p> <p>17 properties that are in the SGI holding group and</p> <p>18 properties that are not in the SGI holding group.</p> <p>19 A Yes.</p> <p>20 Q That's correct. And for the properties --</p> <p>21 I'm sorry. Strike that. Do you have a sense of what</p> <p>22 percent of the properties managed by Solil Management,</p> <p>23 LLC are in the SGI holding group?</p> <p>24 MR. BAUCHNER: Objection to form.</p> <p>25 A No, I don't.</p>
<p style="text-align: right;">Page 19</p> <p>1 J. BRENER</p> <p>2 MR. BAUCHNER: Please don't interrupt</p> <p>3 the witness.</p> <p>4 BY MR. KIRSCHENBAUM:</p> <p>5 Q I'm sorry. I didn't realize you were still</p> <p>6 going. You can continue.</p> <p>7 A For all the properties.</p> <p>8 Q And by all the properties, if I understood</p> <p>9 what you were saying correctly, that includes</p> <p>10 properties that are owned by SGI and some properties</p> <p>11 that are not owned by SGI. Is that correct?</p> <p>12 A Properties -- all the properties. To be</p> <p>13 clear, all the properties are owned in separate LLCs,</p> <p>14 as we've discussed, so --</p> <p>15 Q Right. But --</p> <p>16 A Go ahead.</p> <p>17 Q No, you can continue.</p> <p>18 A No, that's it. Go ahead.</p> <p>19 Q But there are properties that are owned</p> <p>20 indirectly by SGI, and then there are properties</p> <p>21 managed by Solil that are not owned indirectly by SGI.</p> <p>22 Is that correct?</p> <p>23 MR. BAUCHNER: Objection to form.</p> <p>24 You can answer if you understand</p> <p>25 "indirectly."</p>	<p style="text-align: right;">Page 21</p> <p>1 J. BRENER</p> <p>2 Q Do you have a sense of if it's more or less</p> <p>3 than half?</p> <p>4 MR. BAUCHNER: Objection to form.</p> <p>5 A I don't.</p> <p>6 Q So it could be half?</p> <p>7 MR. BAUCHNER: Objection to form.</p> <p>8 Calls for speculation.</p> <p>9 A It could be.</p> <p>10 Q Could it be more than half?</p> <p>11 MR. BAUCHNER: Objection to form.</p> <p>12 Calls for speculation.</p> <p>13 A Since I don't -- since I don't know, I would</p> <p>14 just be, you know, guessing.</p> <p>15 Q Well, you are the 30(b)(6) witness for SGI</p> <p>16 and Solil.</p> <p>17 MR. BAUCHNER: And in that capacity,</p> <p>18 she's not required to guess.</p> <p>19 Q Right. I'm not asking you to guess. I'm</p> <p>20 asking you based on your knowledge in those</p> <p>21 capacities. Do you have a sense of whether it's about</p> <p>22 half?</p> <p>23 MR. BAUCHNER: Objection to form.</p> <p>24 Calls for speculation. The witness has already</p> <p>25 answered.</p>

6 (Pages 18 - 21)

<p style="text-align: right;">Page 22</p> <p>1 J. BRENER</p> <p>2 Q I'm not asking you to speculate.</p> <p>3 A I don't know, so it's very hard for me to</p> <p>4 tell you. It's -- it's certainly more than 10</p> <p>5 percent, probably more than 20 percent. Beyond that,</p> <p>6 I really can't give you -- give you an answer.</p> <p>7 Q Okay. And with respect to the properties</p> <p>8 that are not in the SGI holding group, are those</p> <p>9 properties also under the control of the Goldman</p> <p>10 family to the best of your knowledge?</p> <p>11 MR. BAUCHNER: Objection to form.</p> <p>12 You can answer if you understand.</p> <p>13 A That's too broad a statement. I don't know</p> <p>14 what you mean by "the Goldman family." I don't know</p> <p>15 which particular people you're talking about. I would</p> <p>16 like some clarification.</p> <p>17 Q Does SGI LLC -- I'm sorry. Strike that.</p> <p>18 Are there properties in the SGI LLC holding group that</p> <p>19 are not managed by Solil Management, LLC?</p> <p>20 A No, I don't -- no.</p> <p>21 Q Okay. I'd like to pull up Exhibit 1. Now,</p> <p>22 I understand that you have it in front of you. I'm</p> <p>23 happy to put it on the share screen if --</p> <p>24 (Exhibit 1 was previously marked for</p> <p>25 identification.)</p>	<p style="text-align: right;">Page 24</p> <p>1 J. BRENER</p> <p>2 your understanding of what it is?</p> <p>3 A Yes.</p> <p>4 Q Okay. And turning your attention to page</p> <p>5 five of that document, which is Bates-stamped, in the</p> <p>6 corner, 131862.</p> <p>7 A Yes.</p> <p>8 Q It appears that this document was completed</p> <p>9 by you and signed by you. Is that accurate?</p> <p>10 A Yeah, on behalf of Solil Management.</p> <p>11 Q On behalf of Solil Management, yes, but</p> <p>12 you're the one who filled it out. Correct?</p> <p>13 A Yes.</p> <p>14 Q And turning to the next page, the document</p> <p>15 131863, do you see that?</p> <p>16 A Yes.</p> <p>17 Q And it states in the corner, "supplement to</p> <p>18 unemployment insurance notice of protest." Is this</p> <p>19 something that you submitted together with the prior</p> <p>20 pages?</p> <p>21 A Yes. I'm not the one that faxed it. I</p> <p>22 think it was faxed. I, myself, did not fax it.</p> <p>23 Q But did you prepare it?</p> <p>24 A Yes.</p> <p>25 Q Okay. In the first full paragraph of that</p>
<p style="text-align: right;">Page 23</p> <p>1 J. BRENER</p> <p>2 A No, it's all right. I -- I do have it,</p> <p>3 yeah. I have it.</p> <p>4 Q You have Exhibit 1 in front of you?</p> <p>5 A Yeah.</p> <p>6 Q And I'd like for you to turn to the fifth</p> <p>7 page of that exhibit.</p> <p>8 MR. BAUCHNER: For the record --</p> <p>9 Q I'm sorry. Strike that. Exhibit 1 was</p> <p>10 produced by SGI's lawyers, and scrolling through the</p> <p>11 third page of Exhibit 1, which starts with DEF131860,</p> <p>12 and going through until DEF131864, is what I'm</p> <p>13 pointing your attention to right now. Do you see</p> <p>14 those documents?</p> <p>15 MR. BAUCHNER: Objection. For the</p> <p>16 record, Exhibit 1 was produced by Solil Management,</p> <p>17 LLC, not by SGI.</p> <p>18 Q Do you see that -- those five pages?</p> <p>19 A I see the pages.</p> <p>20 Q Okay. And I'm sorry. The first set of --</p> <p>21 it should be six pages, DEF131859.</p> <p>22 A Okay.</p> <p>23 Q And this appears to be a submission by Solil</p> <p>24 to the Department of Labor with respect to Jeff</p> <p>25 Goldman's request for unemployment benefits. Is that</p>	<p style="text-align: right;">Page 25</p> <p>1 J. BRENER</p> <p>2 document, I want to point your attention to the third</p> <p>3 sentence. The sentence reads, "Mr. Goldman was paid</p> <p>4 during the months he was expected to work remotely.</p> <p>5 However, his duties, by and large, did not lend</p> <p>6 themselves to remote work." What did you mean when</p> <p>7 you said his "duties, by and large, did not lend</p> <p>8 themselves to remote work"?</p> <p>9 A Well, Jeff Goldman was the lead trial</p> <p>10 counsel. He was our in-court person, and his duties</p> <p>11 really were to go to court on most of the court</p> <p>12 appearances that most were -- many times, it was</p> <p>13 daily. And -- and he also had institutional knowledge</p> <p>14 so he could be able to share that with other</p> <p>15 employees.</p> <p>16 We're a collaborative office. Our files are</p> <p>17 in the office, and I think it was difficult to really</p> <p>18 effectively work remotely for many people in the</p> <p>19 office because of the nature of our -- the nature of</p> <p>20 our business. We are paper-centric. We have paper</p> <p>21 files. It's very necessary to pull multiple files</p> <p>22 multiple times a day, depending on what you're working</p> <p>23 on.</p> <p>24 And Jeff, in particular, was the court</p> <p>25 attorney, so he was not as proficient as others would</p>

7 (Pages 22 - 25)

<p style="text-align: right;">Page 26</p> <p>1 J. BRENER</p> <p>2 be in -- in the office at producing, writing, and --</p> <p>3 and memos, and -- and memos of law. And he relied on</p> <p>4 others for a lot of the writing, and it was to be</p> <p>5 expected, because he was in court, and that was -- he</p> <p>6 took charge on everything, he knew all the court</p> <p>7 systems, and he represented Solil Management and the</p> <p>8 various subentities in cases, nonprimary in other</p> <p>9 cases, and that was his primary responsibility.</p> <p>10 Q So if Mr. Goldman's court appearances were</p> <p>11 remote, then wouldn't it be the case that he could</p> <p>12 appear remotely from his home?</p> <p>13 MR. BAUCHNER: Objection to form.</p> <p>14 Calls for speculation.</p> <p>15 A Well, to the extent he could appear</p> <p>16 remotely, he could appear remotely, but part of --</p> <p>17 part of what his function was, was to mentor, to share</p> <p>18 institutional knowledge, to be a presence in the</p> <p>19 office so that we could be a collaborative office.</p> <p>20 We're also a real estate company, and we had managed,</p> <p>21 over the three months, to make our office safe. And</p> <p>22 we followed every protocol and went beyond, and we're</p> <p>23 still beyond.</p> <p>24 We've mandated everybody's vaccinated. We</p> <p>25 mandate mask-wearing in all public areas, and we had a</p>	<p style="text-align: right;">Page 28</p> <p>1 J. BRENER</p> <p>2 mentoring. The function of working with others on</p> <p>3 advising -- working with others on their work and</p> <p>4 advising them and being -- being a leader in the</p> <p>5 office.</p> <p>6 Q Are you aware of any in-person court</p> <p>7 appearance in June of 2021 that Jeff Goldman was</p> <p>8 supposed to have attended?</p> <p>9 MR. BAUCHNER: Objection to form.</p> <p>10 A No.</p> <p>11 Q Are you aware of any in-person court</p> <p>12 appearances that were scheduled and that Mr. Goldman</p> <p>13 would have had to appear in person for after June of</p> <p>14 2021?</p> <p>15 A Any time after?</p> <p>16 Q Yeah.</p> <p>17 A We did have -- we did have a -- an in-person</p> <p>18 court appearance.</p> <p>19 Q My question is -- okay. Mr. Goldman's</p> <p>20 employment ended on June 24, 2020. Is that right?</p> <p>21 A Well, he effectively resigned and, you know,</p> <p>22 left -- left the -- decided not to come back.</p> <p>23 Q On that date or that week, June 24th of</p> <p>24 2020?</p> <p>25 A Yes, yes, around that date.</p>
<p style="text-align: right;">Page 27</p> <p>1 J. BRENER</p> <p>2 -- and -- and SL Green, the building, they had HEPA</p> <p>3 filters, and they had extreme measures in terms of --</p> <p>4 of filtration systems that they upgraded. You had</p> <p>5 very few people in the building. You had your own</p> <p>6 elevator. It -- there was a real safety protocol.</p> <p>7 We had plexiglass in various places. We had</p> <p>8 directional signs. We had alcohol distributed, masks</p> <p>9 distributed, gloves distributed, and cleaning -- extra</p> <p>10 cleaning of the offices. So we -- we created that</p> <p>11 environment here so that we could be a collaborative</p> <p>12 office and so that those who were more senior, in</p> <p>13 terms of longevity in the office, could share their</p> <p>14 institutional knowledge.</p> <p>15 Jane Goldman was here everyday. I was here</p> <p>16 everyday. We had others who were here everyday. And</p> <p>17 -- and, you know, while part of Jeff's was remote, as</p> <p>18 the courts opened, we did have an in-court appearance</p> <p>19 -- at least one in-court appearance -- but to the</p> <p>20 extent you could do it -- you could appear remotely,</p> <p>21 those cases, there were not many remote court</p> <p>22 appearances.</p> <p>23 So the function during that period of time</p> <p>24 that we would have expected Jeff to perform would have</p> <p>25 been the collaborative function. The function of</p>	<p style="text-align: right;">Page 29</p> <p>1 J. BRENER</p> <p>2 Q And at that time, was there an in-person</p> <p>3 court appearance that you know of that Mr. Goldman was</p> <p>4 scheduled to have attended?</p> <p>5 A In June, no.</p> <p>6 Q Was there a specific court appearance that</p> <p>7 you were concerned Mr. Goldman would miss during that</p> <p>8 week of June 2020?</p> <p>9 A During that week, no.</p> <p>10 Q Sitting here today, is there a specific</p> <p>11 court appearance -- I'm sorry. Strike that question.</p> <p>12 Going back to the exhibit we were reading, the</p> <p>13 supplement to the unemployment insurance notice of</p> <p>14 protest that we were reading from a few moments ago --</p> <p>15 A Yes.</p> <p>16 Q Okay. The next -- I'm looking at the second</p> <p>17 to last sentence of the first paragraph, which reads,</p> <p>18 "Mr. Goldman's only notification, which was sent by</p> <p>19 email on June 17th a few days before the office</p> <p>20 reopened, wherein he stated that he would not be</p> <p>21 returning either to the office or to court, without</p> <p>22 giving any indication of any time period during which</p> <p>23 he would be absent from both." Do you see that?</p> <p>24 A Yes.</p> <p>25 Q And you refer to an email in that sentence.</p>

8 (Pages 26 - 29)

<p style="text-align: right;">Page 38</p> <p>1 J. BRENER</p> <p>2 people who worked part-time. Kathleen Leeks, who 3 herself is in her -- you know, in her mid-80s, she was 4 here during her days. We made sure she had a private 5 office. We made sure that people were in any office 6 that was available, any conference room that was 7 available, and we added extra filtration in the 8 offices, a -- a standing filtration system, in 9 addition to what SL Green provided.</p> <p>10 So you could take the elevator all by 11 yourself. You could park a block away from this 12 office, walk to the office, come in, have your 13 temperature taken, come up, and there was Purell 14 everywhere or something like it everywhere, 15 downstairs, upstairs. You know, gloves were given out 16 daily. Masks were given out daily. Alcohol was given 17 out daily. We created an environment that has proven 18 -- that was safe, that was -- exceeded all protocols, 19 was safe, and has proven to be safe.</p> <p>20 Q After receiving Mr. Goldman's email on June 21 17, did you interact with him about how Solil might 22 accommodate his need to work from home?</p> <p>23 MR. BAUCHNER: Objection to form. The 24 witness just testified he didn't return her call.</p> <p>25 A He didn't request an accommodation, and he</p>	<p style="text-align: right;">Page 40</p> <p>1 J. BRENER</p> <p>2 making his plan not to come back to get his stuff in 3 order, get a little doctor's note here, shoot 4 something to Concetta and Judy, leave Jane out of it, 5 see if he can test the waters, not be open, not be 6 forthright, and should have been.</p> <p>7 Anybody with any respect for the place he 8 worked for 20 years would have called first and said, 9 "These are my concerns." He did nothing. He told us 10 what he was doing without question, without asking us, 11 without any discussion whatsoever, with a little 12 doctor's note.</p> <p>13 Q Did you email Mr. Goldman to discuss how 14 Solil might accommodate his need to work from home?</p> <p>15 A He --</p> <p>16 MR. BAUCHNER: Objection. Asked and 17 answered.</p> <p>18 Q I'm sorry. What's the answer to the 19 question?</p> <p>20 A The answer to the question is: He didn't ask 21 for any accommodation whatsoever. He did not. He 22 told us what he was doing, period. He didn't say, 23 "Oh, well, you know, what I'd like to do for a period 24 of time" -- no time limit, no nothing, no discussion 25 of when or how. I understand that during this period</p>
<p style="text-align: right;">Page 39</p> <p>1 J. BRENER</p> <p>2 did not return my call, and he didn't email me and 3 say, "You know, I'd like to this, that, or the other. 4 I think I have to for this period of time," or 5 anything else. He would not engage. He shot -- sent 6 out his email and hit retract and hid from me. That's 7 how I perceived it. I went to Jane Goldman. I said, 8 "I can't get in touch with him. He's not responsive," 9 so she picked up the phone and called him.</p> <p>10 Q When you emailed Jeff on the 17th saying, 11 "Please send the doctor's note," he did respond by 12 sending you the doctor's note. Isn't that correct?</p> <p>13 A Yes, he shot a doctor's note -- that was 14 dated June 3rd. A doctor's note -- so he had already 15 planned it, while we're planning to open the office, 16 without giving us the respect of additional notice. 17 He worked here for 20 years. If he wanted to say, 18 "I'm not working there anymore," anybody who's 19 quitting, who is retiring, who is not coming in, gives 20 us the respect.</p> <p>21 Anybody who's worked here three -- three 22 years gives us the respect to tell us so we can 23 arrange what we have to arrange when somebody is no 24 longer working here. So he didn't give us that 25 respect. He made his plans. He was sitting at home</p>	<p style="text-align: right;">Page 41</p> <p>1 J. BRENER</p> <p>2 he'd been swimming without a mask. He's walking 3 through the park without a mask, but no, he cannot 4 come into the office.</p> <p>5 The office is much safer than a swimming -- 6 public swimming pool where people are swimming without 7 masks. I don't care if you're in your own lane, or 8 you're sharing a lane, or whatever you're doing. You 9 are in a public place, and believe me, they don't have 10 the protocols that we have, and you're -- and you 11 don't have a mask. Here, we are masked. You walk 12 around -- nobody walks around this office unmasked, 13 period.</p> <p>14 You're -- you're in your office, take off 15 your mask. Somebody walks in, put your mask on. Make 16 sure you have six to ten to twelve feet distance. So 17 we have created an environment that's completely safe, 18 and Jeffrey Goldman didn't ask us anything. He made a 19 decision, and he thrust it upon the employees without 20 even telling -- without even telling who he reported 21 to, Jane Goldman, who was his boss, and he -- who he 22 knew he had to answer to.</p> <p>23 Q So just so I understand correctly, is it 24 your testimony that Mr. Goldman did not ask for an 25 accommodation?</p>

<p style="text-align: right;">Page 42</p> <p>1 J. BRENER</p> <p>2 A That is correct.</p> <p>3 Q And that is why you did not discuss with him 4 an accommodation. Is that correct?</p> <p>5 A I didn't discuss it because he didn't call 6 me. I had no conversations with him. He was hiding 7 from me. He had like -- he wasn't going to answer. 8 He just didn't engage with me.</p> <p>9 Q To your knowledge, did anyone at Solil 10 discuss with Mr. Goldman an accommodation?</p> <p>11 A He didn't ask for one, so who's going to 12 ask? He didn't ask for any accommodation. He told us 13 what he was doing, so to my knowledge, he wanted to be 14 terminated so he could collect unemployment. That was 15 the gameplan.</p> <p>16 "Let me get a little doctor's note here. 17 Let me call my doctor, get a doctor's note. I'll hold 18 onto it. I won't give the company the respect of 19 telling them what my plans are, the respect of a 20 discussion to see if there's anything we can do. I 21 won't do that. Instead, what I'm going to do is, I'm 22 going to get a doctor's note on June 3rd when we've 23 started discussing on our conversation," you know, 24 whether we're going to try to open the office as soon 25 as it's -- we have our safety measures in place, until</p>	<p style="text-align: right;">Page 44</p> <p>1 J. BRENER</p> <p>2 way, get a little note from his doctor, who will be 3 deposed, and just continue to do what he decided he 4 was going to do -- thrust it on the employer. And 5 that is unacceptable, and it's not -- it's not any 6 request for any accommodation, not -- it's not an 7 engagement. It's not a discussion.</p> <p>8 Q So to the best of your understanding, is it, 9 in fact, the case that nobody at Solil discussed with 10 Mr. Goldman an accommodation? I understand --</p> <p>11 A He didn't ask for one --</p> <p>12 Q I understand that you said that he didn't 13 ask for one, and so as a result, nobody discussed an 14 accommodation with him. Is that correct?</p> <p>15 A I don't know. I don't know who he talked to 16 other than Jane Goldman. He wouldn't talk to me, 17 because I called him. He wouldn't even pick up the 18 phone, so I -- I don't know who he spoke to. I can't 19 even answer that.</p> <p>20 Q Do you know if Solil has any record of a 21 discussion with anyone at Solil and Mr. Goldman about 22 an accommodation?</p> <p>23 MR. BAUCHNER: Objection to form. I'm 24 going to stop this. She said he never requested one.</p> <p>25 MR. KIRSCHENBAUM: I'm asking if</p>
<p style="text-align: right;">Page 43</p> <p>1 J. BRENER</p> <p>2 there's a government allowance, and we expect people 3 to -- can have staggered hours, and we had other, you 4 know -- you know, making some sort of way to keep us 5 as safe as we could possibly be.</p> <p>6 And it's much safer than going to a public 7 pool. Being in our office has so many layers of 8 safety measures, and the truth is that nobody 9 contracted it from one to the other, period. I think 10 what we did here created a completely safe 11 environment. I think Jeff made his own plan to -- to 12 do what he wanted to do very quietly, very slyly -- 13 get a letter June 3rd, disrespect everybody -- 14 everybody who works here, because we're a 15 collaborative office.</p> <p>16 We rely on each here, and Jeff was a senior 17 person. We relied on him. We relied on him for 18 certain things. We relied on him for his 19 institutional knowledge, for -- for his knowledge of 20 the judges, for his knowledge of the court system. We 21 relied on him. No, he was -- he was telling us what 22 he was going to do without discussion, without the 23 courtesy.</p> <p>24 After 20 years of being paid a nice salary 25 with other perks, he decided he is going to do it his</p>	<p style="text-align: right;">Page 45</p> <p>1 J. BRENER</p> <p>2 there's a record. Please don't testify --</p> <p>3 MR. BAUCHNER: I'm not going to allow 4 you to -- this is the way you stop it. This is 5 ridiculous. It's the same question.</p> <p>6 MR. KIRSCHENBAUM: No, I am asking 7 you --</p> <p>8 MR. BAUCHNER: He never asked for 9 accommodations, so there could be no discussion 10 because he didn't request one, and he didn't engage --</p> <p>11 MR. KIRSCHENBAUM: Okay. That's a 12 speaking objection. It's okay. I understand. Your 13 objection is noted, and now, I'm going to ask my 14 question.</p> <p>15 BY MR. KIRSCHENBAUM:</p> <p>16 Q Ms. Brener, is it in fact the case that 17 there is no record of a discussion between Solil and 18 Mr. Goldman about an accommodation?</p> <p>19 MR. BAUCHNER: Objection.</p> <p>20 Do you have anything to add to your 21 answer, Ms. Brener?</p> <p>22 A He didn't request an accommodation.</p> <p>23 Q And so therefore, there is no record. Is 24 that correct?</p> <p>25 MR. BAUCHNER: Objection to form.</p>

12 (Pages 42 - 45)

<p style="text-align: right;">Page 46</p> <p>1 J. BRENER</p> <p>2 Do you have anything to add to your 3 answer?</p> <p>4 Q Is that correct?</p> <p>5 A He didn't ask for any accommodation, so I 6 have no record of any request for any accommodation. 7 And I think you have -- I think you have his 8 performance file, and he did not make any requests to 9 anybody. The HR person, Debbie Alexander, he didn't 10 talk to her. He didn't send her anything. He sent me 11 an email and Concetta Ferrari, the office manager, hid 12 from everybody else and hid from me and was so 13 disrespectful in not letting us know what his plans 14 were -- what his -- anything that he wanted to do.</p> <p>15 June 3rd, he's planning and plotting, and 16 probably before that, because I'm sure the doctor 17 didn't give him -- do him the favor of the little note 18 exactly the moment he requested it. I'm sure this is 19 a plan and a plot and a plan, and without -- he does 20 not say he's ever coming back to work in the office or 21 in court. He gives us no indication and won't engage, 22 period. I hope that's clear.</p> <p>23 Q You mentioned that you called Jeff, and he 24 didn't pick up. Is that right?</p> <p>25 A I know I called him because I had on an</p>	<p style="text-align: right;">Page 48</p> <p>1 J. BRENER</p> <p>2 nobody any respect when he wanted and he saw an 3 opportunity for himself to, as he said, "Fire me so I 4 can collect unemployment." That was the game.</p> <p>5 MR. BAUCHNER: We need to go off the 6 record, the court is calling back.</p> <p>7 REPORTER: Off the record at 11:09 a.m.</p> <p>8 (Off the record.)</p> <p>9 MR. BAUCHNER: -- deposition,</p> <p>10 Mr. Kirschenbaum indicated that plaintiff Mr. Goldman 11 would not be appearing by video. Apparently, and 12 considering Mr. Goldman has been on video, but the 13 judge did call back, and she instructed and asked that 14 I put it on the record that everyone is to appear by 15 video if they're going to be attending this deposition 16 without exception, that the video will not be used in 17 the court proceeding, but that everyone must have 18 their camera turned on if they are going to appear at 19 this deposition.</p> <p>20 So I appreciate that Counsel and 21 Plaintiff abided by that instruction in depo, but 22 since we unfortunately involved the court, it is 23 requested that I put it on the record. Thank you.</p> <p>24 MR. KIRSCHENBAUM: Mr. Rubenstein, are 25 we back on the record with the witness?</p>
<p style="text-align: right;">Page 47</p> <p>1 J. BRENER</p> <p>2 email, "I called you." I don't -- I -- I know I 3 called him, therefore, but I don't have the specific 4 -- a specific recollection of leaving a message or 5 anything. I know I couldn't connect with him by 6 phone.</p> <p>7 Q Do you remember if that telephone call was 8 before Mr. Goldman spoke with Jane Goldman or after?</p> <p>9 A Yes, that -- I called before, and I told 10 Jane, "I can't get in touch with him. He's really not 11 responsive to me," and she says, "Let me call him. 12 He'll pick up the phone." She -- she didn't even 13 understand why he didn't -- why he didn't engage with 14 her, why he didn't tell her that he wasn't coming 15 back. And he knew who to tell, and he testified and 16 put in his complaint, oh, well, he served at the whim 17 of Jane Goldman.</p> <p>18 This is -- you know what? For somebody 19 who's worked somewhere for 20 years to treat the 20 people and the owners who he worked for, the manager, 21 in this -- just the -- with this disregard and with no 22 -- with no appreciation for anything that was done for 23 him, it goes way above and beyond his rich salary, 24 which he -- I know that's why he was here, because he 25 said, "I have a great salary," so great, but he did</p>	<p style="text-align: right;">Page 49</p> <p>1 J. BRENER</p> <p>2 REPORTER: Yeah, we are back on the 3 record.</p> <p>4 BY MR. KIRSCHENBAUM:</p> <p>5 Q Ms. Brener, you said earlier that you 6 emailed Jane to tell her that you couldn't get through 7 to Jeff, and then she called him.</p> <p>8 A I don't -- I don't believe I said that.</p> <p>9 Q Okay. I'm sorry. Was it something 10 different than that?</p> <p>11 A I didn't say I emailed her.</p> <p>12 Q You just told her?</p> <p>13 A I believe so.</p> <p>14 Q Do you have any record of your calls to Jeff 15 that he didn't respond to?</p> <p>16 MR. BAUCHNER: Objection. The witness 17 has testified she had an email.</p> <p>18 A There's an email where I said, "I tried to 19 call you," as the caption.</p> <p>20 Q An email from you to Jeff. Is that what 21 you're referring to?</p> <p>22 A Yeah.</p> <p>23 Q Other than that email --</p> <p>24 A It's part of the discovery.</p> <p>25 Q Other than that email from you to Jeff, is</p>

13 (Pages 46 - 49)